

CITY OF MILWAUKEE

CANCELLATION OR ADJUSTMENT OF CITY CLAIM OR ACCOUNT

To: City Attorney

From: Fire Department Date June 20 2005

I recommend that the following claim or account be adjusted or cancelled as indicated.

Claim or Account No. Invoice #48502

Department <u>Fire Department</u>	Amount of claim or account as billed	\$ <u>5,769.72</u>
Due from:	Recommended	
Name: <u>Milwaukee Professional Firefighters (Local #215)</u>	Adjustment	\$ <u>-5,769.72</u>
Address <u>5625 W. Wisconsin Avenue</u>	Adjusted	
<u>Milwaukee, WI 53213</u>	Balance	\$ <u>0.00</u>

Basis for recommendation of concellation or adjustment:

The 1998-1999 labor agreement with IAFF Local #215 specified that "... all hours used for Association activities from January 1,1998, to the execution date of this agreement shall be paid in full by the parties." (see attached). Per the 1998-1999 agreement, this invoice should have been forgiven by the City.

Submitted By Sandra Moter
Fire Department
 Adjustment or cancellation approved
 by G. Paul C. ...
 City Attorneys Office
 Date: 8/17 2005
 C.A. File No. _____

In accordance with section 304-3 1 of the Milwaukee Code, I certify to the City Comptroller the uncollectibiity of the above claim or account as indicated.

by Andrew ... Department Head
 Date: June 20 2005

In accordance with section 304-3 2 of the Milwaukee Code, and on the basis of the certification submitted to me, the above account shall be adjusted or cancelled as indicated,

by order of _____
 City Comptroller
 Date: _____ 20 _____

Distribution:

- (White) - Comptrollers Office
- (Canary) Originating department of claim or account
- (Pink) City Attorney's Office
- (Goldenrod) - Originator
- (Detach prior to submitting

- by this Agreement shall not perform fire fighting duties for other municipalities operating a paid or volunteer fire department other than the City of Milwaukee.
2. The Chief Engineer, Fire reserves the right, if in his judgment such off-duty employment by any employee renders him/her unfit for any reason to perform his/her full duty, or interferes in any way with the performance of his/her duty, to exercise his authority to take whatever action he deems proper, including the withholding of benefits accruing to employee which are discretionary with the Chief Engineer, Fire.
 3. If evidence comes to the attention of the Chief Engineer, Fire that certain employment places the Fire Department in jeopardy for any reason, the Chief reserves the right to prohibit such particular work or job, or to take other necessary action to protect the best interest of the community in the area of fire protection and/or fire protection capability.
 4. When the Chief Engineer, Fire decides that, in his judgment, a state of emergency exists, he may unilaterally rescind, for the duration of the emergency, any and all of the off-duty employment privileges outlined in subsection 1., above.
 5. All off-duty employment shall be under the strict control and administration of the Chief Engineer, Fire, who shall have the right to establish Rules and Regulations to administer and control the off-duty employment benefits provided in subsection 1 of this Article, above.

ARTICLE 43

BANK OF HOURS FOR ASSOCIATION ACTIVITY

1. The Association shall advise the City of the names of its representatives. One or more representatives from the Association shall be paid regular base salary for all hours during the time period beginning January 1, 1998 and ending with the execution date of the City/Union 1998-1999 Labor Agreement and, up to a combined maximum of 552 hours during the time period beginning with the execution date of the City/Union 1998-1999 Labor Agreement and ending on the expiration date of this Agreement for

the time spent by any Association representative engaged in the processing of grievances, any conference called by the City (including collective bargaining sessions), any business pursued by the Association at the City's request during regular working hours, any time spent by officers of the Association at Association meetings and executive board meetings which occur during their regular working hours, and any time spent by executive board members of the Association at executive board meetings of the Association, during their regular working hours; except no payment will be made for such time outside the representatives' normal workdays. Reasonable travel time will be allowed. Effective upon execution of the 1998-1999 City-Union Agreement, all hours used for Association activities from January 1, 1998, to the execution date of the 1998-1999 Agreement shall be considered paid in full by the parties. *Note: the execution date was 9/28/99.*

2. The names of the duly chosen representatives of the Association shall be submitted to the City Labor Negotiator sufficiently in advance of any proposed use of such time so as to permit reasonable advance notification to the Chief Engineer, Fire of the meeting.
3. The City Labor Negotiator shall interpret and administer the provisions of this section.

ARTICLE 44

AGENCY SHOP

1. The City will deduct from the biweekly earnings of all employees represented by the recognized bargaining unit Milwaukee Professional Fire Fighters' Association, Local #215, IAFF, AFL-CIO, hereinafter referred to as "Association," who have not authorized dues deduction by dues deduction cards, an amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members of the Association and pay said amount to the Treasurer of the Association within 10 calendar days after the payday from which such deduction was made.